BILL NO. S-87-03-12

SPECIAL ORDINANCE NO. S-58-87

AN ORDINANCE approving the Contract for Res. 436-86 - Pursley-Burns-Hollis Storm Sewer, between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 436-86 - Pursley-Burns-Hollis Storm Sewer, by and between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

improved sewer conditions as per the attached described Storm Sewer Project;

the Contract price is Sixty-Three Thousand One Hundred Fifty-Four and No/100 Dollars ($63,154.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd, seconded by Steir, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 3-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-58-87 on the 24th day of March, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of March, 1987, at the hour of 11:20 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March, 1987, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

1520.

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 436-86, Burns-Pursley, Hollis Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE This Contract is for the attached described Storm Sewer Project. Bercot, Inc., is the contractor. S-87-03-13

EFFECT OF PASSAGE Improved sewer conditions as per attached description.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $63,154.00

ASSIGNED TO COMMITTEE _____

HI 77-36-12
1/21/87

BURNS - PURSLEY - HOLLIS AVE. AREA

STORM SEWER IMPROVEMENT RESOLUTION 436-1986

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that construction of a main sewer, which from its size and character is not only intended and adapted for use by the property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of Section 26, Township 30 North, Range 12 East, Allen County, Indiana.

STORM SEWER LATERAL NO. 1

Beginning at an existing storm sewer manhole located near the centerline of Burns Blvd. and 28 + L.F. East of the centerline of Fairfield Avenue thence Southeasterly 145 + L.F. to a proposed manhole located 30 + L.F. South of and 170 + L.F. East of the centerline intersection of said Fairfield Avenue and Burns Blvd. thence Easterly 5 + L.F. North of and parallel to the South right-of-way line of said Burns 230 + L.F. to a proposed manhole located 30 + L.F. South of and 400 + L.F. East of said centerline intersection of Fairfield Avenue and Burns Blvd. thence Northeasterly 60 + L.F. terminating at a proposed storm manhole located 23 + L.F. North of and 430 + L.F. East of the said intersection of Fairfield Avenue and Burns Blvd.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 2

Beginning at an existing storm sewer line located 30+ LF East of and 12+ LF South of the centerline intersection of Fairfield Avenue and Pursley Drive; thence Easterly 12+ LF South of and parallel to the said centerline of Pursley Drive 340+ LF terminating at a proposed storm manhole located 12+ LF South of and 370+ LF East of the centerline of said Fairfield Avenue with Pursley Drive.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 3

Beginning at a proposed storm sewer manhole located 220+ LF East of and 12+ LF South of the centerline of Fairfield Ave. with the centerline of Pursley Drive; thence Due North, 30+ LF terminating at a proposed storm inlet.

Said storm sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 4

Beginning at a proposed storm manhole located 310+ LF East of and 12+ LF South of the centerline of intersection of Fairfield Ave. with the centerline of Pursley Drive; thence Northeasterly 35 + LF there terminating at a proposed inlet.

Said storm sewer shall be 12 inches in diameter.

STORM STRUCTURE MODIFICATION

The Contractor shall modify an existing drainage structure as detailed. Said structure to be modified is located 190+ LF East of and 15+ LF South of the centerline intersection of Fairfield Ave. and Hollis Lane.

Total cost of said storm sewer improvement project shall be paid by funds from the City of Fort Wayne Sewer Utility Funds.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 21st day of January, 1987.

BOARD OF PUBLIC WORKS & SAFETY

By _____
Baron Biedenweg, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:

_____
Helen V. Gochenour, Clerk

BID TAB DATE: 11 February 1987

PROJ:Pursley-Burns-Hollis Area Storm Sewer RES. NO: 436-1986

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: Bercot UNIT COST ($)	Bercot AMOUNT ($)	BIDDER: Dehner UNIT COST ($)	Dehner AMOUNT ($)	BIDDER: Land UNIT COST ($)	Land AMOUNT ($)	BIDDER: T-G Excavating UNIT COST ($)	T-G Excavating AMOUNT ($)
1	18" RCP CL IV "O" Ring	790	LF	21.00	16590.00	25.00	19750.00	39.47	31181.30	49.00	38710.00	38.52	30430.80
2	12" RCP CL IV "O" Ring	65	LF	15.00	975.00	16.00	1040.00	29.05	1888.25	40.00	2600.00	40.31	2620.15
3	C.F.W. Manhole Type I-G	8	EA	1100.00	8800.00	935.00	7480.00	1098.24	8785.92	1400.00	11200.00	1962.00	15696.00
4	6 ft. dia. Concrete Collar	8	EA	200.00	1600.00	250.00	2000.00	116.16	929.28	450.00	3600.00	283.00	2264.00
5	12" C.M.P. Gage 12	72	LF	12.00	864.00	12.00	864.00	19.01	1368.72	15.00	1080.00	28.70	2066.40
6	Metal end Flange for 12" C.M.P.	6	EA	60.00	360.00	85.00	510.00	109.30	655.80	75.00	450.00	102.00	612.00
7	Swale Cut	530	LF	3.00	1590.00	3.00	1590.00	2.64	1399.20	2.00	1060.00	7.11	3768.30
8	Special Backfill	1500	CY	8.00	12000.00	8.00	12000.00	8.42	12630.00	6.00	9000.00	9.71	14565.00
9	#73 Stone Backfill	120	CY	10.50	1260.00	12.00	1440.00	11.78	1413.60	8.00	960.00	14.57	1748.40
10	6" Reinf. Concrete PVMT/for drives	30	SY	25.00	750.00	40.00	1200.00	22.00	660.00	20.00	600.00	54.00	1620.00
11	C.F.W. Special Double Chip & Seal	1850	SY	2.50	4625.00	3.00	5550.00	2.53	4680.50	2.20	4070.00	3.93	7270.50
12	12" Deep Streng. Asph./street cuts	110	SY	28.00	3080.00	38.00	4180.00	35.65	3921.50	30.00	3300.00	56.67	6233.79
13	6" Stone Surface for drives	270	SY	8.00	2160.00	5.00	1350.00	3.03	818.10	3.00	810.00	2.53	683.10
14	C.F.W. Std. Seeding & 2" Mulch	1100	SY	1.00	1100.00	1.00	1100.00	1.15	1265.00	0.40	440.00	0.87	957.00
15	Hollis Ln. Structure Modification	1	LS	2000.00	2000.00	350.00	350.00	801.24	801.24	300.00	300.00	653.00	653.00
16	Field Tile Replacement	100	LF	8.00	800.00	10.00	1000.00	6.01	601.00	6.00	600.00	15.00	1500.00
17	Exploratory Excavation	3	EA	1000.00	3000.00	250.00	750.00	535.72	1607.16	200.00	600.00	416.00	1248.00
18	Restoration	1	LS	1000.00	1000.00	1000.00	1000.00	250.00	250.00	926.00	926.00	2875.00	2875.00
					0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00
			TOTAL:		$62,554.00	TOTAL:	$63,154.00	TOTAL:	$74,856.57	TOTAL:	$80,306.00	TOTAL:	$96,811.35
						% over	0.95%	% over	16.43%	% over	22.11%	% over	35.39%
						% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: Burns-Pursley-Hollis Area Storm Sewer Contract No. 436-1986

CONTENTS

Resolution No. 436-1986

Check if Contained	Pages	
x	1	Cover Sheet
x	A/1 - A/3	Advertisement for Bids
x	I/1 - I/9	Instructions to Bidders
x	S/1 -S/2	Schedule
x	SI/1	Schedule of Items
	S/	Notes 1 and 2
x	NCA/1	Non-Collusion Affidavit
x	BB/1	Bidder's Bond
x	FS/1	Certificate in Lieu of Financial State ment Form 96A
x	PB/1-PB/3	Specimen Form-Payment Bond
x	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
x	GP/1-GP/7	General Provisions
x	WS/1-ws/2	Prevailing Wage Rates-State of Indiana
x	SP/1-SP/4	Special Project Specifications
x	AP/1	Apartheid Policy

ATTACHMENTS

		Project Plans Draving # SY-11176 4 shee
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Port Wayne
	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
x	NP/1	Notice to Proceed
x	CO/1-CO/2	Change Order - Specimen Form
x	NA/1	Notice of Award

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. ?	Date

****

BID SUBMITTED

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
Contractor

By: Steve Bercot

Its PRESIDENT

Offer Date FEB 11 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF PORT WAYNE
Board of Public Works & Safety

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD Date 2/18/87

ADVERTISEMENT FOR BIDS

Construction Resolution 436-1986

The City of Fort Wayne, Allen County, Indiana will receive sealed bids for construction, at Room 910, City-County Building, until 9:00 a.m., Eastern Standard Time, on the 11th of February, 1987 at which time bids shall be publicly opened and read aloud.

The work for which bids will be received includes furnishing all labor, materials and equipment for the construction of:

STORM SEWER LATERAL NO. 1

Beginning at an existing storm sewer manhole located near the centerline of Burns Blvd. and 28 ± L.F. East of the centerline of Fairfield Avenue thence Southeasterly 145 ± L.F. to a proposed manhole located 30 ± L.F. South of and 170 ± L.F. East of the centerline intersection of said Fairfield Avenue and Burns Blvd. thence Easterly 5 ± L.F. North of and parallel to the South right-of-way line of said Burns 230 ± L.F. to a proposed manhole located 30 ± L.F. South of and 400 ± L.F. East of said centerline intersection of Fairfield Avenue and Burns Blvd. thence Northeasterly 60 ± L.F. terminating at a proposed storm manhole located 23 ± L.F. North of and 430 ± L.F. East of the said intersection of Fairfield Avenue and Burns Blvd.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 2

Beginning at an existing storm sewer line located 30± L.F. East of and 12± L.F. South of the centerline intersection of Fairfield Avenue and Pursley Drive; thence Easterly 12± L.F. South of and parallel to the said centerline of Pursley Drive 340± L.F. terminating at a proposed storm manhole located 12± L.F. South of and 370± L.F. East of the centerline of said Fairfield Avenue with Pursley Drive.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 3

Beginning at a proposed storm sewer manhole located 220± L.F. East of and 12± L.F. South of the centerline of Fairfield Ave. with the centerline of Pursley Drive; thence Due North, 30± L.F. terminating at a proposed storm inlet.

Said storm sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 4

Beginning at a proposed storm manhole located 310+ L.F. East of and 12+ L.F. South of the centerline of intersection of Fairfield Ave. with the centerline of Pursley Drive; thence Northeasterly 35 + L.F. there terminating at a proposed inlet.

Said storm sewer shall be 12 inches in diameter.

STORM STRUCTURE MODIFICATION

The Contractor shall modify an existing drainage structure as detailed. Said structure to be modified is located 190+ L.F. East of and 15+ L.F. South of the centerline intersection of Fairfield Ave. and Hollis Lane.

Resolution 436-1986

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works & Safety of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

The cost of said sewer improvement shall be paid by funds from the City of Fort Wayne Bond I.

The Contract Documents may be obtained from the Board of Public Works & Safety, Room 920, City-County Building, at a non-refundable cost of twenty-five ($25.00) dollars. Checks for Contract Documents shall be made payable to the City of Fort Wayne; neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents obtained from any other source.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is or arrears to the City of Fort Wayne, Indiana, upon any debt or Contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

No bid will be considered unless submitted on the printed Bid form as bound into the Contract Documents. Each bid shall be accompanied by a Bid Security in an amount not less than Five (5%) percent of the Bid.

No bid may be withdrawn after the scheduled time for receipt of Bids for at least Sixty (60) days to allow review of Bids before announcing Award of Contract. The successful Bidder will be required to furnish a satisfactory Labor and Material Payment Bond and Performance Bond, each in the amount not less than One Hundred (100%) of the Contract Price.

The Contract Documents contain all necessary information for Bidders.

The Board reserves the right to reject any and all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if rejection or waiver is in the best interest of the project.

Contractors and subcontractors are required to pay not less than the prevailing wage rates established by the Indiana Department of Labor and included in the project specifications. Information explaining other prevailing wage laws, if applicable, are also contained in the project specifications.

CITY OF FORT WAYNE, INDIANA

Board of Public Works and Safety

Baron R. Biedenweg, Director of Public Works
Cosette R. Simon, Director of Administration & Finance
Lawrence D. Consalvos, Director of Public Safety

ATTEST: Helen V. Gochenour, Clerk

PUBLISH: January 23, 1987 and January 30, 1987

(both newspapers)

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

Construction Resolution 436 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock a.m. on the 11th day of February, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Burns-Pursley -Hollis Area Storm Sewer

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of Five percent (5 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

☒ 11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
(b) Prequalification Statement
(c) WBE/MBE Commitment, Pages I5-I6
(d) Minority/Female Hourly Employment Requirements I7-I8
(e) Apartheid Policty

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan, Inc.	Ft Wayne, IN.	Restoration & Cleanup.
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Statewide Trucking	Ft Wayne, IN	Trucking
2. J + R Trucking	Ft Wayne IN	Trucking
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46803

Contractor _____ Contractor _____

By Steve Bercot By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____

_____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____

(attach additional sheets if necessary)

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46803

Contractor _____

By Steve Bercot

Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on N/A (date) at _____ (time) _____ (place) or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☒ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Burns-Pursley -Hollis Area Storm Sewer
construction resolution 436-1986

All work will be performed in accordance with: Resolution #436, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liqudiated damages in the sum of $_____per day for each and everyday after ___days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $_____per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____, 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____day of FEB 11 1987, 198_____.

BERCOT, INC.
3018 HUNTSMARD ROAD
FORT WAYNE, INDIANA 46808

_____
Name of Corporation

By: Steve Bercot
President

ATTEST:

Jerry Bercot
Secy-Treasurer

PROJECT NAME: Pursley-Burns-Hollis Area Storm Sewer RES 436-1986 SI/1

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	18" RCP CL IV "O" Ring	790± LF	25.00	19750.00
2	12" RCP CL IV "O" Ring	65± LF	16.00	1040.00
3	C.F.W. MH Type I-G	8± Each	935.00	7480.00
4	6 ft Dia Concrete Collar(see Detail)	8± Each	250.00	2000.00
5	12" C.M.P. Gage 12	72± LF	12.00	864.00
6	Metal end Flange for 12" C.M.P.	6± each	85.00	510.00
7	Swale Cut "See Detail"	530± LF	3.00	1590.00
8	Special Backfill	1500± CY	8.00	12,000.00
9	#73 Stone Backfill	120± CY	12.00	1440.00
10	6" Reinforced Concrete PVMT/ For Drives	30± SY	40.00	1200.00
11	CFW Spec. Double Chip & Seal	1850± SY	3.00	5550.00
12	12" Deep Strength Asphalt/ for street cuts	110± SY	38.00	4180.00
13	6" Stone surface for drives	270± SY	5.00	1350.00
14	C.F.W. Std. Seeding & 2" mulch	1100± SY	1.00	1100.00
15	Hollis Lane "structure Modification "see Special Notes"	Lump Sum	350.00	350.00
16	Field tile replacement	100± LF	10.00	1000.00
17	EXPLORATORY EXCAVATION	3 EACH	250.00	750.00
18	RESTORATION	Lump Sum	1,000.00	1000.00

SUMMATION OF AA/EEO statement:
I will be (circle one)
Participating Member of Fort Wayne Area Union Contractor
Federal Register
Percentage Participation_____Goal statement

SI/1

CONSTRUCTION COSTS	63,154.00
Engineering and Inspection	
Permit Fees	
Total Construction Cost	

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and NO OTHERS.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Steve Berent

Subscribed and sworn to before me by STEVE BERENT
this ____day of FEB 11 1987 198____.

My Commision Expires:

SEP -4 1987

Notary Public U DEAN BERENT
Resident of Allen County

****

Subscribed and sworn to before me by_____
this ____day of _____, 198____.

My Commission Expires:

_____

Notary Public
Resident of _____County

****

Subscribed and sworn to before me by_____ this ____day of _____, 198____.

My Commission Expires:

_____

Notary Public
Resident of _____County

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, BERCOT, INC.

6015 Huguenard Road

of Fort Wayne, Indiana 46818 (hereinafter called the Principal), as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

(hereinafter called the Obligee) in the penal sum of FIVE PERCENT OF THE AMOUNT BID

Dollars ($ ----5%---) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 11th day of February 19 87

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

BURNS - PURSLEY - HOLLIS AREA STORM SEWER

RESOLUTION 436-1986

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

BERCOT, INC.

By [signature] Secretary/Treasurer

AMERICAN STATES INSURANCE COMPANY

By [signature]

Attorney-in-Fact

Form 9-1027
6-62

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

---------- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK ----------

(Jointly or Severally)

of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS ---------- and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June A. D. 19 86.

(SEAL)

AMERICAN STATES INSURANCE COMPANY

ATTEST: _____ Assistant Secretary

By Alanson T. Abel Assistant Vice-President

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 26th day of June, A. D., 19 86, before me personally came Alanson T. Abel, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 5, 1989
My Commission Expires

Carolyn Strader
Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 11th day of February, A. D., 19 87.

(SEAL)

Dan W. Guio
Assistant Secretary

Form 9-1459 (8-80)

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) _____ as Principal

and _____

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of _____ ($_____) Dollars, to be paid City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Signed and sealed at _____ this day of _____, 198____.

The condition of this obligation is such that if the accompanying bid or proposal of _____ made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed at _____ this the ____ day of _____, 198____.

_____ _____

_____ _____

Principal Surety*

*If signed by an agent appropriate power of attorney shall be attached.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steve Berest, the PRESIDENT, of

Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of October 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: FEB 11 1987

Steve Berest
Signature

PRESIDENT
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ___ day of FEB 11 1987, 198___.

W. Dean Bright
Notary Public W. DEAN BEREST
Resident of Allen County

My Commission Expires:

September 4, 1987

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership or Individual)

hereinafter called Principal and_____
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of _____($_____) Dollars, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____day of _____ 198____, for the construction of:

Pursley-Burns-Hollis Area Storm Sewer
Resolution No. 436-1986

STORM SEWER LATERNAL NO. 1

Beginning at an existing storm sewer manhole located near the centerline of Burns Blvd. and 28 ± L.F. East of the centerline of Fairfield Avenue thence Southeasterly 145 ± L.F. to a proposed manhole located 30 ± L.F. South of and 170 ± L.F. East of the centerline intersection of said Fairfield Avenue and Burns Blvd. thence Easterly 5 ± L.F. North of and parallel to the South right-of-way line of said Burns 230 ± L.F. to a proposed manhole located 30 ± L.F. South of and 400 ± L.F. East of said centerline intersection of Fairfield Avenue and Burns Blvd. thence Northeasterly 60 ± L.F. terminating at a proposed storm manhole located 23 ± L.F. North of and 430 ± L.F. East of the said intersection of Fairfield Avenue and Burns Blvd.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 2

Beginning at an existing storm sewer line located 30± LF East of and 12± LF South of the centerline intersection of Fairfield Avenue and Pursley Drive; thence Easterly 12± LF South of and parallel to the said centerline of Pursley Drive 340± LF terminating at a proposed storm manhole located 12± LF South of and 370± LF East of the centerline of said Fairfield Avenue with Pursley Drive.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 3

Beginning at a proposed storm sewer manhole located 220± LF East of and 12± LF South of the centerline of Fairfield Ave. with the centerline of Pursley Drive; thence Due North, 30± LF terminating at a proposed storm inlet.

Said storm sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 4

Beginning at a proposed storm manhole located 310± LF East of and 12± LF South of the centerline of intersection of Fairfield Ave. with the centerline of Pursley Drive; thence Northeasterly 35 ± LF there terminating at a proposed inlet.

Said storm sewer shall be 12 inches in diameter.

STORM STRUCTURE MODIFICATION

The Contractor shall modify an existing drainage structure as detailed. Said structure to be modified is located 190± LF East of and 15± LF South of the centerline intersection of Fairfield Ave. and Hollis Lane.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY11176, Sheets 1 through 4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda, adopted 23 July 1980.

WHEREAS, said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of which shall be deemed an original, this ____day of _____ 198____.

ATTEST:

_____ _____

Principal Secretary Principal

[SEAL] By_____

_____

Address

_____

Witness as to Principal

_____

_____ _____

Surety

ATTEST:

_____

Attorney-in-Fact

_____

Surety Secretary

[SEAL]

_____ _____

Witness as to Surety Address

_____ _____

Address

_____

NOTE: Date of Bond must not be prior to date of Contract
If contractor is partnership, all partners should execute bond

SPECIMEN FORM
PERFORMANCE BOND
with Guarantee provision

KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
Name of Contractor

_____
Address of Contractor

a _____
Corporation, Partnership, Individual

hereinafter called Principal, and _____
Name of Surety

_____
Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of ($) Dollars (value of work) for the payment whereof heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the principal entered into certain contract with the City, dated the _____day of _____, 198__ for the construction of the

Pursley-Burns-Hollis Storm sewer Resolution 436-1986

STORM SEWER LATERNAL NO. 1

Beginning at an existing storm sewer manhole located near the centerline of Burns Blvd. and 28 ± L.F. East of the centerline of Fairfield Avenue thence Southeasterly 145 ± L.F. to a proposed manhole located 30 ± L.F. South of and 170 ± L.F. East of the centerline intersection of said Fairfield Avenue and Burns Blvd. thence Easterly 5 ± L.F. North of and parallel to the South right-of-way line of said Burns 230 ± L.F. to a proposed manhole located 30 ± L.F. South of and 400 ± L.F. East of said centerline intersection of Fairfield Avenue and Burns Blvd. thence Northeasterly 60 ± L.F. terminating at a proposed storm manhole located 23 ± L.F. North of and 430 ± L.F. East of the said intersection of Fairfield Avenue and Burns Blvd.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 2

Beginning at an existing storm sewer line located 30± LF East of and 12± LF South of the centerline intersection of Fairfield Avenue and Pursley Drive; thence Easterly 12± LF South of and parallel to the said centerline of Pursley Drive 340± LF terminating at a proposed storm manhole located 12± LF South of and 370± LF East of the centerline of said Fairfield Avenue with Pursley Drive.

Said sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 3

Beginning at a proposed storm sewer manhole located 220± LF East of and 12± LF South of the centerline of Fairfield Ave. with the centerline of Pursley Drive; thence Due North, 30± LF terminating at a proposed storm inlet.

Said storm sewer shall be 18 inches in diameter.

STORM SEWER LATERAL NO. 4

Beginning at a proposed storm manhole located 310± LF East of and 12± LF South of the centerline of intersection of Fairfield Ave. with the centerline of Pursley Drive; thence Northeasterly 35 ± LF there terminating at a proposed inlet.

Said storm sewer shall be 12 inches in diameter.

STORM STRUCTURE MODIFICATION ----------

The Contractor shall modify an existing drainage structure as detailed. Said structure to be modified is located 190± LF East of and 15± LF South of the centerline intersection of Fairfield Ave. and Hollis Lane.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY- 11176 , Sheet(s) 1 through 4 , and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THERFORE, if the principal shall well, truly and faithfully perform its duties , all the undertakings, covenants, terms, conditions, and agreements

of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ____day of _____ 1987

ATTEST:

_____
Principal Secretary

[SEAL]

_____
Witness as to Principal

_____
Address

_____

_____
Principal

By:_____

_____
Address

_____

_____
Surety

ATTEST:

_____
Surety's Secretary

[SEAL]

_____
Witness as to Surety

_____
Address

_____

_____
Attorney-in-Fact

_____
Address

_____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is partnership, all partners should execute bond.

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

☒ 1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

☒ 2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain *10* % (ten percent (10%) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of $100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is *50* % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

☒ 4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Port Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it ☒ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

☒ 5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

☒ 6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

☒ 7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

☒ 8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

☒ 9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

☒ 10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

☒ 11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

☒ 12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

☒ 13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

☒ 14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

[X] 15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire--brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

[X] 16. Contractor's Clean-up. During contruction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

[X] 17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

[X] 18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

[X] 19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

☒ 20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars ($5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

☒ 21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec.15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars ($10.00) per day, nor more than One Thousand Dollars ($1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

[X] 22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

PROJECT SPECIAL PROVISIONS

1. City of Fort Wayne Water Pollution Control Engineering Department Specifications and Standard Drawings adopted 23 July 1980 shall be strictly adhered to.

2. All rights-of-way cut permits shall be taken out by the Contractor. The contractor shall be responsible for any and all cost and restrictions of the permit. Where conflict occurs within street specifications and No. 1, the street specifications shall be adhered to. The contractor shall be responsible to maintain barricades, signs, and warning lights in accordance with the manual on "Uniform Traffic Control Devices.

3. Where applicable, owner reserves the right to limit or delete any bid item.

4. Contractor is expressly informed that he/she must conform with the City of Fort Wayne Affirmative Action and EEO Specifications.

5. Contractor is expressly informed that he/she must conform to the City of Fort Wayne Mayor's Executive Order: "Establishment of City Policies and Procedures with Respect to Minority Business Participation on City Procurement and Construction Contracts" dated 29 August 1983. Further, the Apartheid Policy as adopted by the City of Fort Wayne shall be strictly adhered to.

6. Utilities noted on plans are from utility locations maps as provided by the individual utility. Contractor is responsible to contact IUPPS (800-382-5544) for utility location on particular project sites prior to construction. Further, as determined by Project Engineer of Water Pollution Control Engineering, any utility relocated for the convenience of contractor's operations shall be paid by the contractor. Any utility that presents a hazard to construction and/or conflict with the proposed sewer will be relocated at utility's expense. Contractor will not be compensated for any time delay caused by the relocation of utilities.

7. Upon commencing work, contractor shall diligently work at job site until completion of work. The Engineer shall determine if sufficient progress is being made.

8. The contractor is informed that the storm sewer lateral that is near the intersection of Fairfield and Burns along with the intersection of Fairfield and Pursley needs to be field located and elevation taken. There may be some adjustments to the alignment and grade of proposed storm sewer. The contractor shall be compensated for excavation of the said storm sewer by unit bid item within engineers "Schedule of Items". The unit provided is to cover job mobilization, necessary excavation, delay time for

City Engineers to do field locations and take elevations of the storm sewer, backfill with spoil excavation, and barricades should it become necessary. If the existing storm pipe be so situated that the proposed storm pipe can be immediately extended; then contractor will be allowed to proceed with construction based on unit quantities provided. The barricade and excavated spoil then be included in cost per foot of pipe.

9. On Burns Blvd, as shown on plans, it is proposed to locate the storm sewer reasonably near the right-of-way line. Therefore right-of-entry documents are necessary. The contractor shall confer with the City Engineers PRIOR TO CONSTRUCTION to confirm right-of-entry documents have been obtained. Should the storm sewer need to be relocated to a area 15+ L.F. North of the said South right-of-way, no compensation other than unit price quantity installed will be allowed.

10. On Hollis Lane, there exist a drainage structure that requires lowering. The placement of a 6FT diameter concrete collar with swale construction as shown on plans within the Hollis Lane area shall be included within the lump sum price for item structure modification.

11. On Burns Blvd. and Pursley Drive all manholes shall have a similar concrete collar as noted in Detail. However, the 6± ft. diameter concrete collar will be paid as a separate bid item from the manhole item. This will give the Engineer flexibility per structure.

12. For the proposed swale work on Burns Blvd. and Pursley Drive, the Contractor will be compensated per lineal foot. Based on typical cross-section provided. The excavated material shall be taken from job site unless written permission for "site disposal" is given by Engineer.

13. The contractor shall be 100% fully responsible for any and all barricades, traffic control and all traffic permits.

14. Asphalt shall be paid at a maximum of O.D.+30". The Contractor is to expressly understand that he/she shall not be compensated per actual amount placed.

15. All asphalt pavement shall be cut with an abrasive saw and shall be removed and taken away from the site. Said required cut and removal shall be included in the cost per foot of pipe.

16. The project as designated is intended to save all trees and/or bushes, etc., within the construction area. In instances where the proposed sewer is in direct conflict with small trees and/or bushes, the contractor shall carefully remove such trees or bushes and replant them at the owner's satisfaction. All cost shall be included in the cost per foot of pipe.

17. All trees, shrubs and brush removed shall be taken away from the construction site.

18. All area disturbed during construction shall be referred to its original or better condition. Contractor shall be paid by the unit price set for restoration. However, contractor shall not be paid for restoring areas outside the limits of temporary right-of-entry, permanent and temporary easements.

19. Special backfill #53 or #73 (stone) shall be paid at a maximum limit of O.D. + **30**." The contractor is to expressly understand that he/she shall not be compensated per actual amount placed.

20. All portions of field tiles disconnected during constructed shall be replaced by method approved by the engineer or his representative and all cost of said work shall be covered under the unit price of Item #16, page SI/1.

21. All trenches shall be compacted to a 95% dry density as determined by the modified proctor test which shall be obtained by either water jetting the trench or mechanical tamping the backfill material in no more than six (6") inch lifts. All cost of compaction shall be included in the cost per foot of pipe. The contractor shall show proof of obtaining the required compaction prior to the placement of any permanent surfacing. No permanent surface restoration shall be attempted prior to the Engineer's authorization of same.

22. All pipe bedding shall conform with the aforementioned specifications and the cost shall be included within the cost per foot of pipe. Special backfill #73 or #53 material shall be stone and shall meet the gradation as set forth in the aforementioned specifications.

23. Excess spoil, removed concrete, asphalt and all unused material shall be immediately hauled away from the construction site and the cost shall be included within the cost per foot of pipe.

24. It is left up to the contractor's judgment to determine if the temporary removal, relocation, support or bracing or existing structures, such as street and traffic signs, power poles, mail boxes, posts, etc., are necessary. Should such work take place contractor shall be responsible to replace or reinstall said structures at their original or better condition. The cost of such work shall be included within the item for Restoration.

25. All material to be used shall be in accordance with the plans and specifications and/or be approved by the Engineer prior to construction.

26. All water main relocation an/or repairs, etc., shall be completed using the City of Fort Wayne Detailed Specifications and Conditions for the installation of transmissions and distribution mains; construction standards and water mains and water service material standards.

27. The contractor is informed that under bid item No.17 the excavation of the water lines shall be used for all compensation to locate water lines prior to installation of storm pipe.

28. All structures with an outfall of 15" of less shall be built so as to have a minimum 2 ft. sump, even on inlets.

29. Contractor shall give notice to property owner(s) prior to excavation of his/her driveway.

30. The contractor is to understand that no work is to be done outside of the right-of-way in conjunction with this project, except for location approved by the Project Engineer. Any restoration or repair work done outside of the right-of-way excepting work associated with sewers and areas requiring rights-of-entry is the sole responsibility of the contractor, and shall be done at his expenses.

31. ALL WORK INCLUDING SEEDING AND FINAL RESTORATION SHALL BE COMPLETED WITHIN 90 DAYS AFTER ISSUANCE OF THE NOTICE TO PROCEED.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____ BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 _____, that _____ BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this _____ day of FEB 11 1987, 19___.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

(Name of Bidder/Vendor)

Steve Bercot PRESIDENT

(Name and Title of Person Signing)

NOTICE TO PROCEED

TO: _____ DATED: _____

_____ PROJECT: _____

_____ _____

You are hereby notified to proceed in accordance with your contract dated _____ _____, 1987 on the project and you are to complete the project within _____ consecutive calendar days thereafter.

THEREFORE, the date for the completion of this project is _____ 1987.

OWNER:

Board of Public Works & Safety

By _____
Baron R. Biedenweg, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____

this the ___day of _____

1987

By _____

Title _____

CHANGE ORDER

Change Order No. _____ Resolution No. _____
Project No. _____ Board Order # _____
Name of Project: _____ Date _____

TO: _____
(Contractor)

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Quantity	Description of Change: Description	Unit Price	Change in Contract Price: Decrease	Increase
			Total Decrease		
			Total Increase		
		Net (Decrease)(Increase)	Contract Price		

The sum of $_____ is hereby (added to)(deducted from) the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price $_____
Current Contract Price Adjusted by Previous Change Order $_____
New Contract Price including this Change Order $_____

The time provided for completion in the contract for this project is (unchanged)(increased)(decreased) by_____ calendar days due to this Change Order. The date for completion of all work shall be _____ .FURTHERMORE, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: _____ Chief Engineer Date _____

Accepted by: _____ Contractor Date _____

Approved by: _____ Date _____

Approved by: _____ Owner Date _____

_____

_____

Attested by: _____ Clerk Date _____

Change Order No._____

Resolution No._____

Board Order No._____

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:_____

2. Will proposed change alter size of the project? Yes_____ No_____
   If yes, explain

3. Affect on operation and maintenance cost of this project:

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: _____

_____

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____, 1987 Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER"s acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 1987

OWNER:
City of Fort Wayne

By _____
Baron R. Biedenweg
Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

_____

Title _____

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC., 6015 Huguenard Road, Fort Wayne, Indiana 46818 as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

as Obligee, hereinafter called Obligee, in the amount of SIXTY THREE THOUSAND ONE HUNDRED FIFTY FOUR and 00/100ths---------- Dollars ($ 63,154.00---), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into a contract with Obligee for

BURNS-PURSLEY-HOLLIS AREA STORM SEWER

RESOLUTION 436-1986,

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder:

(1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;

(2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;

(3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 25th day of February 1987

BERCOT, INC.

By _____ (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By _____
Attorney-in-Fact

Form 9—1055
6-67

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

---------- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK ----------

(Jointly or Severally)

of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86.

(SEAL)

ATTEST: Dan W. Guio
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By Alanson T. Abel
Assistant Vice-President

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 26th day of June, A. D., 19 86, before me personally came Alanson T. Abel, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 5, 1989
My Commission Expires

Carolyn Strader
Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 25th day of February,

A. D., 19 87.

(SEAL)

Dan W. Guio
Assistant Secretary

Form 9-1459 (8-80)

264-5538

BILL NO. S-87-03-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for REs. 436-86 - Pursley-Burns-Hollis Storm Sewer, between Bercot, Inc,, and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
Thomas C. Henry	THOMAS C. HENRY	
Ben A. Eisbart	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 2-24-87

SANDRA E. KENNEDY
CITY CLERK